

**United States District Court
Western District Of Washington
At Seattle**

Michael Henry,

Plaintiff,

v.

**Experian Information Solutions Inc., and
Sentry Credit Inc.,**

Defendants.

CAUSE NO:

Complaint

Jury Demand

Jurisdiction

1. This court has jurisdiction under 15 U.S.C sections 1692k and 1681p. Venue lies in the Western District of Washington as plaintiff's claims arose from acts of the defendant having impact therein.

Preliminary Statement

2. Plaintiff brings this action for damages based upon defendants' violations of the Fair Credit Reporting Act, 15 U.S.C. sections 1681 *et seq.* and ("FCRA") and Fair Debt Collection Practices Act, 1692 *et seq.* ("FDCPA") and of state law obligations brought as supplemental claims.

COMPLAINT - 1

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7. Sentry Credit is a furnisher of information as contemplated by FCRA section 1681s-2(a) & (b), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumers.

10. Plaintiff contacted the Everett Clinic in order to dispute the account. Plaintiff was told by a representative of Everett Clinic that the debt does not belong to him. Upon information and belief

1 Everett Clinic contacted Sentry Credit and informed it there was confusion with another debtor
2 with the same first and last name.

3 11. Plaintiff disputed the account with Sentry Credit by phone and was told that the false
4 account would be corrected after receiving the disputes from credit reporting agencies.

5 12. Upon information and belief, Sentry Credit had placed the collection account on plaintiff's
6 credit report with at least two national credit reporting bureaus, Experian and Trans Union.

7 13. In November, 2007, plaintiff filed a written dispute with credit reporting agencies,
8 including Experian and Trans Union.

9 14. Upon information and belief both Trans Union and Experian communicated with Sentry
10 Credit regarding plaintiff's dispute.

11 15. Upon information and belief, in the information provided to Sentry Credit by Trans Union
12 and/or Experian was a listing of plaintiff's personal identifiers that may include his social security
13 number or his name or his date of birth and/or other information.

14 16. In November, 2007, Trans Union deleted the Sentry Credit reporting from plaintiff's credit
15 report.

16 17. In or about December 2007 Experian returned the results of investigation showing the
17 account had been reverified as belonging to plaintiff and his credit report was "updated".

18 18. Upon information and belief, the "updated" information was erroneous, defamatory, false
19 information provided by Sentry Credit to Experian in the reinvestigation process.

20 19. In January 2008 plaintiff disputed the account in writing with Sentry Credit and received a
21 written response saying that Sentry Credit was not reporting the false account.

22 20. Plaintiff then filed another written dispute with Experian.
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1 21. In January 2008, Experian again reverified the account. The results of investigation stated
2 the reporting of Sentry Credit had been updated.

3 22. The account listed by Sentry Credit falsely attributed the account to plaintiff, reporting him
4 as not creditworthy and stated plaintiff was delinquent with payments to Everett Clinic.

5 23. The false publishing of this account has damaged plaintiff's credit reputation.

6
7 24. As a result of the false derogatory information reported by Sentry Credit and Experian and
8 the failures to conduct reasonable investigation(s) plaintiff sustained actual damages and injury
9 including emotional distress, damage to his credit worthiness, and abstention from applying for
10 credit.

11 25. Sentry Credit has engaged in an unfair collection against plaintiff.

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13 **Statement Of Claims Against Sentry Credit**

14 26. Sentry Credit has:

- 15 a) willfully and/or negligently violated the provisions of the FCRA by willfully and/or
16 negligently failing to comport with FCRA section 1681s-2(b);
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18 b) defamed Plaintiff by publishing to third parties false information regarding his
19 creditworthiness;
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21 c) invaded the privacy of Plaintiff;
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23 d) violated 15 USC sections 1692d, 1692e, 1692f and 1692g;
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25 e) committed unfair and deceptive acts against Plaintiff in the course of its business;
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27 f) failed its duty to prevent foreseeable injury to Plaintiff.

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29 **Statement of Claims Against Experian**

27 27. Experian acted and failed to act as follows:

- 1 a) Willfully and/or negligently failing, in the preparation of the consumer reports
2 concerning plaintiff, to follow reasonable procedures to assure maximum possible
3 accuracy of the information in the reports;
4 b) By willfully and/or negligently failing to comport with FCRA section 1681i;
5 c) Defaming plaintiff by publishing to third parties false information regarding his
6 creditworthiness;
7 d) Invading the privacy of plaintiff;
8 e) Failing in its duty to prevent foreseeable injury to plaintiff.
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10 **Prayer For Relief**

11 THEREFORE, plaintiff prays that the Court grant the following relief as against
12 defendants:
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- 14 a) actual damages;
15 b) treble damages;
16 c) statutory damages;
17 d) punitive damages;
18 e) attorney's fees; and
19 f) costs.
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23 Respectfully submitted,

24 DATED this 3rd day of March, 2008.
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28 Christopher E. Green
29 Attorney for plaintiff